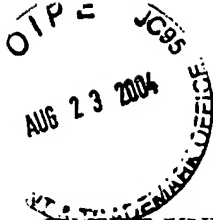


PATENT



Attorney Docket No. 34270/US/2/TAL/VEJ
Application No. 10/823,415

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Cyrus BAMJI et al.

Application No. 10/823,415

Filed: **April 12, 2004**

For: **METHOD AND SYSTEM TO
DIFFERENTIALLY ENHANCE
SENSOR DYNAMIC RANGE**

Art Unit: **2816**

Examiner: **To be assigned**

Docket No.: **34270/US/2/TAL/VEJ**

Certificate of Mail (37 C.F.R. § 1.8(a))

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop MISSING PARTS, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on 8-18-04.

Patricia A. Diehl
Patricia A. Diehl

Mail Stop MISSING PARTS

Attn: Office of Petitions

Director of the U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

**PETITION UNDER 37 C.F.R. § 1.47(A)
(INVENTOR'S REFUSAL TO JOIN)**

Sir:

The following is a petition under 37 CFR § 1.47(a) to accept the enclosed DECLARATION AND POWER OF ATTORNEY (hereinafter termed "Declaration"), which is missing the signature of one joint inventor. A summary of pertinent facts is set forth below.

Enclosed herewith a check in the amount of \$130.00 to cover the petition fee set forth in 37 C.F.R. § 1.17(h). The Director is hereby authorized to charge any underpayment of fees, including any necessary fees for extension of time, and/or credit any overpayment to Deposit Account No. 50-2319 (Order No. 469120-00052; Docket No. 34270/US/2/TAL/VEJ).

The last known address of the nonsigning joint inventor is:

08/24/2004 FFANAIA2 00000094 10823415

01 FC:1460

130.00 OP

Dr. Xinqiao Liu
60 Descanso Drive #1411
San Jose, California 95134

STATEMENT OF FACTS

The undersigned prepared and filed the present application. In the present application and in this petition, the undersigned represents the interests of Canesta, Inc. (hereinafter termed "Canesta").

Upon information and belief, the subject matter of the present application was conceived and developed by Cyrus Bamji, Hakan Yalcin, Xinqiao Liu and Ender Tunc Eroglu (hereinafter termed "inventors"). U.S. Provisional Application No. 60/462,167 ("the provisional application") is directed to said subject matter and was filed on April 11, 2003 and named all inventors.

The present application claims the benefit of the above-mentioned provisional application. Cyrus Bamji, Hakan Yalcin, and Ender Tunc Eroglu have signed the Declaration as well as an Assignment of the present application to Canesta. Dr. Xinqiao Liu has not.

Dr. Liu is obligated by agreement with Canesta to assign his entire interest in the subject matter of the present application to Canesta, and is obligated to assist Canesta in obtaining a patent therefor. A copy of an EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT, which sets forth Dr. Liu's obligations is attached hereto as Exhibit 1.

At or about the time the present application was filed, Dr. Cyrus Bamji, joint inventor and Chief Technology Officer of Canesta, informed the undersigned that Dr. Liu was no longer employed by Canesta. Subsequent to the filing of the present application, Dr. Bamji informed the undersigned that: (1) Dr. Bamji requested Dr. Liu to sign the Declaration and Assignment associated with the present application; and (2) Dr. Liu verbally informed Dr. Bamji that Dr. Liu refused to sign the Declaration and assignment documents associated with the present application because Dr. Liu is not the first named inventor of the present application.

Subsequent to Dr. Liu's verbal refusal to sign the Declaration and the Assignment, the undersigned forwarded to Dr. Liu a copy of the specification, including description, claims and

abstract, as filed, the drawings, as filed, the Declaration, and the Assignment (collectively the “application papers”). In particular, the application papers were enclosed with a letter dated June 22, 2004 that was sent via Federal Express to Dr. Liu’s above-mentioned last known address. A copy of the undersigned’s letter and the corresponding Federal Express airbill are attached hereto as Exhibit 2. In light of Dr. Liu’s prior verbal refusal, Dr. Liu was informed that failure to return the signed Declaration and Assignment by July 12, 2004 would be interpreted as an express refusal to sign these documents. *See Letter, Exhibit 2.*

On July 13, 2004, a reminder regarding the application papers was sent via certified mail to Dr. Liu at his above-mentioned home address. A copy of the reminder and corresponding certified-mail return receipt are attached hereto as Exhibit 3. The reminder was delivered to Dr. Liu’s home address as indicated by the signed return receipt.

Despite these bona fide attempts to present the application papers to Dr. Liu for his execution, Dr. Liu has not returned an signed copy of either the Declaration or the Assignment to the undersigned.

CONCLUSION

Applicants respectfully submit that Dr. Liu’s conduct constitutes a refusal to join the application and thus Applicants submit this petition under 37 C.F.R. § 1.47(a).

Applicants, that is, joint inventors Cyrus Bamji, Hakan Yalcin and Ender Tunc Eroglu petition to make this application on behalf of themselves and of the nonsigning, joint inventor Xinqiao Liu, whom refuses to join in the present application.


In accordance with M.P.E.P. § 409.03(a)(A)(2), the Declaration is signed by all available joint inventors with the signature block of the nonsigning inventor left blank. Applicants petition to have the Declaration be treated as having been signed by all the available joint inventors on behalf of the nonsigning inventor.

Applicants respectfully submit that a filing date for the present application is necessary to preserve Applicants’ rights, and that denial of this petition would result in irreparable damage to

Applicants. In particular, the filing date of the present application is necessary to preserve the claimed benefit of the provisional application.

Respectfully submitted,

Date: 8/18/2009

By: 
Victor E. Johnson, Reg. No. 41,546

DORSEY & WHITNEY LLP
Four Embarcadero Center, Suite 3400
San Francisco, CA 94111-4187
Telephone: (415) 781-1989 Facsimile: (415) 398-3249

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Canesta, Inc., a California corporation (the "**Company**"), I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its "Proprietary Information" (as defined in Section 7 below), its rights in "Inventions" (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "**Agreement**") as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (the "**Inventions**") that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

3. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

4. **Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Sections 3 and 5 of this Agreement do not apply to any Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR

DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

5. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Invention; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "***Moral Rights***" mean any rights to claim authorship of an Invention, to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

6. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. **Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the "***Proprietary Information***"). Such Proprietary Information includes, but is not limited to, Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and domain names.

8. **Confidentiality.** At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my

work with the Company. I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

9. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

10. **Efforts; Duty Not to Compete.** I understand that my employment with the Company requires my undivided attention and effort during normal business hours. While I am employed by the Company, I will not, without the Company's express prior written consent, provide services to, or assist in any manner, any business or third party which competes with the current or planned business of the Company.

11. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

12. **Non-Solicitation of Employees/Consultants.** During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

13. **Non-Solicitation of Suppliers/Customers.** During my employment with the Company and after termination of my employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law.

14. **Name & Likeness Rights.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

15. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

16. **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid,

illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then this Agreement will not be enforceable against such affected party and both parties agree to renegotiate such provision(s) in good faith.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

18. **Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

19. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

20. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

21. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

22. **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

23. **"At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be

terminated at any time, for any reason or for no reason, by either the Company or myself. This Agreement shall be effective as of the first day of my employment by the Company, which is Feb 04/2002.

Canesta, Inc.:

By: Blanca A. Pradenas

Name: Blanca A. Pradenas

Title: H.R. Manager

Employee:


Signature

XINQIAO LIU
Name (Please print)

NON-DISCLOSURE AGREEMENT

This Agreement is made as of the 31st day of January, 2002, between Canesta, Inc., a California corporation, whose address is 2833 Junction Ave., Suite 200, San Jose, Ca. 95134 ("Canesta, Inc."), and Xingiao Liu, an individual, whose address is 1470 Sand Hill Rd Apt. 407 ("the Individual").
Palo Alto, CA 94304

Canesta, Inc. is in the business of sensing technology development and Individual is in the business specified in Exhibit A. In order to pursue the mutual business purpose specified in Exhibit A (the "Business Purpose"), Individual and Canesta, Inc. recognize that there is a need to disclose to Individual certain confidential information of Canesta, Inc. to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by Canesta, Inc., Individual agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by Canesta, Inc. to Individual, including but not limited to the information listed in Exhibit A ("Confidential Information").
2. Individual agrees (i) to hold Canesta, Inc.'s Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Individual may disclose the Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Individual agrees to instruct all such employees not to disclose such Confidential Information to third parties, including Individuals, without the prior written permission of Canesta, Inc.
3. Confidential Information will not include information which:
 - (i) is now, or hereafter becomes, through no act or failure to act on the part of Individual, generally known or available to the public;
 - (ii) was acquired by Individual before receiving such information from Canesta, Inc. and without restriction as to use or disclosure;
 - (iii) is hereafter rightfully furnished to Individual by a third party without restriction as to use or disclosure; or
 - (iv) is disclosed with the prior written consent of Canesta, Inc.
4. Individual agrees not to remove any Confidential Information from the premises of Canesta, Inc. without Canesta, Inc.'s prior written approval. Individual agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with Canesta, Inc.'s prior written approval, from Canesta, Inc.'s premises. Individual agrees to comply with any and all terms and conditions Canesta, Inc. may impose upon any such approved removal, such as conditions that removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of Canesta, Inc.'s premises.

5. Upon Canesta, Inc.'s request, Individual will promptly return to Canesta, Inc. all tangible items containing or consisting of Canesta, Inc.'s Confidential Information and all copies thereof.

6. Individual recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to Individual, by license or otherwise, to any Confidential Information except as specified in this Agreement.

7. Individual acknowledges that all Confidential Information is owned solely by Canesta, Inc. (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Individual agrees that Canesta, Inc. will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

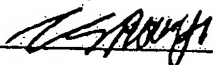
8. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of California (excluding its body of law controlling conflicts of laws). Subject to terms and conditions regarding the removal of Confidential Information from Canesta, Inc.'s premises as set forth under Section 4, this Agreement and Exhibit A attached hereto are the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

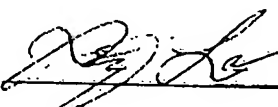
9. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

Canesta, Inc.

Individual

Signature: 

Signature: 

Printed Name: CYRUS BAHJI

Printed Name: XINQIAO LIU

Title: CTO

Title: _____

EXHIBIT A

1. Business of Individual:

2. Business Purpose:

To explore the possibility of using Individual's services by Canesta.

3. Confidential Information:

- o Canesta sensor, projection and software technologies
- o Canesta systems and methods



VICTOR E. JOHNSON
johnson.victor@dorsey.com

June 22, 2004

VIA FEDERAL EXPRESS

Dr. Xinqiao Liu
60 Descanso Drive #1411
San Jose, California 95134

Re: U.S. Patent Application No. 10/823,415 for
METHOD AND SYSTEM TO DIFFERENTIALLY ENHANCE SENSOR DYNAMIC RANGE
Our Docket No. 34270/US/TALVEJ (Matter No. 469120-00052)

Dear Dr. Liu:

The above-captioned application, in which you were a named inventor, was filed on April 12, 2004. It is our understanding that, in accordance with the EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT signed by you on or about February 4, 2002 (copy enclosed), you have assigned to Canesta, Inc. all inventions, including that disclosed and claimed in the above application, that were developed during, resulting by, or relating to your employment by Canesta, Inc.

It is also our understanding that, although you acknowledge that you should be named as an inventor in the above application, you presently refuse to sign the Declaration and Assignment documents for the above application because you are not the first named inventor. Please note that the particular order in which the inventors are named in a patent application is of no consequence insofar as the legal rights of joint inventors.

We would appreciate your assistance in this matter and remind you that, in accordance with the above-mentioned AGREEMENT, you have agreed to execute any documents that Canesta, Inc. may reasonably request for use in obtaining patents. In this regard, please find enclosed Declaration and Assignment documents for the above application, as well as a copy of the above application, as filed. Please execute and return the Declaration and Assignment documents to our office at your earliest convenience. We have enclosed a return Federal Express envelope for your convenience.

As these documents are time sensitive, if we do not received the signed Declaration and Assignment documents within three weeks, that is, by July 12, 2004, we will interpret this to be an express refusal to sign these documents.

Very truly yours,

DORSEY & WHITNEY LLP

Victor E. Johnson

Enclosures

cc: Dr. Cyrus Bamji (w/ encl.)
Ms. Blanca Pradenas (w/o encl.)
Todd A. Lorenz, Esq. (w/o encl.)

(1144796)

DORSEY & WHITNEY LLP • WWW.DORSEY.COM • T 415.781.1989 • F 415.398.3249
FOUR EMBARCADERO CENTER • SUITE 3400 • SAN FRANCISCO, CALIFORNIA 94111-4187

USA CANADA EUROPE ASIA

From: Origin ID: (415)781-1989
Victor E. Johnson
Dorsey & Whitney LLP
Four Embarcadero Center
Suite 3400
San Francisco, CA 94111



Ship Date: 22JUN04
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Account#: S *****

REF: 34270/TALVEJ



Delivery Address Bar Code

SHIP TO: (415)781-1989

BILL SENDER

Xinqiao Liu

60 Descanso Drive
#1411
San Jose, CA 95134

RELEASE#: 3785346

PRIORITY OVERNIGHT

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Deliver By:
23JUN04

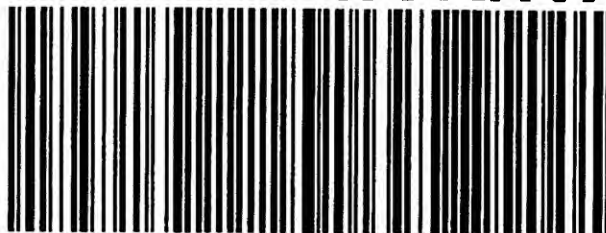
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FORM
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SJC AA

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WA RHVA



Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

REMINDER



VICTOR E. JOHNSON
johnson.victor@dorsey.com

~~June 22, 2004~~ July 13, 2004

VIA FEDERAL EXPRESS

Dr. Xinqiao Liu
60 Descanso Drive #1411
San Jose, California 95134

Re: U.S. Patent Application No. 10/823,415 for
METHOD AND SYSTEM TO DIFFERENTIALLY ENHANCE SENSOR DYNAMIC RANGE
Our Docket No. 34270/US/TAL/VEJ (Matter No. 469120-00052)

Dear Dr. Liu:

The above-captioned application, in which you were a named inventor, was filed on April 12, 2004. It is our understanding that, in accordance with the EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT signed by you on or about February 4, 2002 (copy enclosed), you have assigned to Canesta, Inc. all inventions, including that disclosed and claimed in the above application, that were developed during, resulting by, or relating to your employment by Canesta, Inc.

It is also our understanding that, although you acknowledge that you should be named as an inventor in the above application, you presently refuse to sign the Declaration and Assignment documents for the above application because you are not the first named inventor. Please note that the particular order in which the inventors are named in a patent application is of no consequence insofar as the legal rights of joint inventors.

We would appreciate your assistance in this matter and remind you that, in accordance with the above-mentioned AGREEMENT, you have agreed to execute any documents that Canesta, Inc. may reasonably request for use in obtaining patents. In this regard, please find enclosed Declaration and Assignment documents for the above application, as well as a copy of the above application, as filed. Please execute and return the Declaration and Assignment documents to our office at your earliest convenience. We have enclosed a return Federal Express envelope for your convenience.

As these documents are time sensitive, if we do not received the signed Declaration and Assignment documents within three weeks, that is, by July 12, 2004, we will interpret this to be an express refusal to sign these documents.

Very truly yours,

DORSEY & WHITNEY LLP

Victor E. Johnson

Enclosures

cc: Dr. Cyrus Bamji (w/ encl.)
Ms. Blanca Pradenas (w/o encl.)
Todd A. Lorenz, Esq. (w/o encl.)

(1144796)

DORSEY & WHITNEY LLP · WWW.DORSEY.COM · T 415.781.1989 · F 415.398.3249
FOUR EMBARCADERO CENTER · SUITE 3400 · SAN FRANCISCO, CALIFORNIA 94111-4187

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

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7001 0320 0004 8618 3883

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To Dr. Xinqiao Liu	
Street, Apt. No., or PO Box No. 60 Descanso Drive, #1411	
City, State, ZIP+4 San Jose, CA 95134	
PS Form 3800, January 2001	
See Reverse for Instructions	

SENDER: COMP		E98E 8198 4000 02E0 1002		ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>[Signature]</i></p> <p>B. Received by (Printed Name) MIN XU</p> <p>C. Date of Delivery 7/14</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>		<p>Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>Dr. Xinqiao Liu 60 Descanso Drive #1411 San Jose, CA 95134</p>		<p>2. Article Number (Transfer from service label) 7001 0320 0004 8618 3883</p>		<p>PS Form 3811, August 2001</p>	
Domestic Return Receipt		102595-02-M-1540		62-M-1540	